

Termination of employment without an official letter: A juridical review of employee protection under the manpower act and the job creation act

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Received 10 September 2025
Revised 21 November 2025
Accepted 21 November 2025

ABSTRACT

This Study Carefully Examines the legal validity of the protections and guarantees provided by the laws of employees who may lose their jobs without receiving formal written notice. There is a notable disparity: despite the regulatory framework (Law 13/2003, Law 6/2023 on job creation, and PP 35/2021) expressly requiring written procedures, unilateral verbal dismissal remains common. These acts essentially constitute the legal principle, the protective principle (in favorem laboris), and the procedural justice doctrine. Using statutes, conceptual, comparative, and case approaches, this study employs a normative legal methodology. This study focuses on the particular factual case of Novita Sari Naibaho. This analysis is further supported by a review of pertinent jurisprudence to analyze the legal implications, particularly the Serang Industrial Relations Court decision (No.21/Pdt. Sus-PHI/PHI/2025/PN.SRG). The discussion shows that the absence of a formal written notification renders the entire termination process invalid. This study concludes that any dismissal that does not comply with this crucial formal requirement is illegal. In the absence of a final, legally binding court decision, it is implied that the employment relationship is continuous, and the employee retains their full entitlement to all normative rights.

Keywords: Employment Termination, Manpower Law, Job Creation Law, Employee Protection.

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1. INTRODUCTION

Pancasila serves as both the nation's philosophical cornerstone and compass for all facets of national life and forms the basis of the Unitary State of the Republic of Indonesia. The Fourth Principle of Labor Law is "Democracy guided by the inner wisdom in the unanimity arising from the Fifth Principle," Social justice for all the people of Indonesia, and "out of deliberations among representatives" These are important moral and normative guidelines in the development of the country's legal system. In addition to highlighting the significance of social justice, striking a balance between rights and obligations, and protecting those in weaker positions, particularly employees in their interactions with employers, these principles also emphasize deliberation as the foundation for sound decision-making. The 1945 Constitution of the Republic of Indonesia clearly outlines the normative basis for the right to employment and a respectable standard of living. According to Article 27, paragraph (2), every citizen has the right to work and means of subsistence that uphold human dignity. Article 28D, paragraph (1), which ensures that everyone has the right to work and to be treated fairly and humanely in employment relations, strengthens this clause. Additionally, Article 33 (1), which states that the national economy shall be organized as a common endeavor based on the principle of togetherness, enshrines the concept of economic justice. These constitutional provisions show that employment relations in Indonesia have social and humanitarian aspects in addition to contractual and economic ones, which the state must ensure through an equitable and just legal framework. Thus, to achieve harmony in industrial relations, labor law works to balance the interests of employees. In this context, the term "employer" refers to any entity that engages in business activities, whether it be an individual, partnership, or legal entity; on the other hand, "workers" refers to people who use their labor and skills to produce goods and services for their own benefit of society as a whole.

Suppamoko and Ranggabowono define labor as any person who has reached working age, including those who are employed, those looking for work, and those involved in other activities like managing households or pursuing education. This definition confirms that the term "Labor" does not only refer to people who are currently employed in the formal or informal sectors, but also to people who have the potential to make money and are willing to work. This viewpoint expands the definition of the labor force in the context of economic development by including both people who are actively involved in the economy and those who are just beginning to engage in productive activities. Suppamoko and Ranggabowono's concept of labor is all-encompassing and multifaceted, encompassing social, educational, and economic aspects that concurrently influence the structure of national productivity. The term "labor law" is interpreted differently in legal literature. The phrase "arbeidsrecht," which is frequently translated as "labor law," labor law. refers to both the social interactions between parties engaged in industrial relations and the technical rules pertaining to employment. For instance, Molenaar clarified that labor law is a subset of the law that governs the interactions between employees and employers, employees with one another, and employees with the government. This definition shows that labor covers a wide range of topics, including collective issues, individual employment relations, and the state's role in providing protection and oversight. Therefore, within the framework of social justice, labor law serves as a legal mechanism for preserving a balance of interest between employees, employers, and the state, in addition to being a tool for regulating employment contracts (Asyhadie et al., 2019).

Imam Soepomo defines labor law as a collection of written and unwritten regulations that control the interactions between individuals who work for one another in exchange for compensation. He underlines that it is the duty of the states, acting through the government, to safeguard employees in a number of ways. Several crucial areas covered by this protection: (a) Hiring and assigning employees; employment relations, (b) health, (c) occupational safety, and (d) social security

Soepomo contends that in the order to achieve social justice and welfare, labor law must guarantee complete protection for worker in addition to regulating employment relations. According to M.G. Levenbach, Labor law is a field that includes rules pertaining to employment relationships reflect the employees's subordinate status since they are conducted under the employer's guidance or supervision. Levenbach also underlined that labor law is closely related to the living conditions of workers

that result from and are directly related to employment relations, in addition to regulating the technical aspects of work performance. Therefore, Labor law has two aspects: it addresses the socioeconomic welfare of workers in relation to their means of subsistence while also regulating the working mechanism under supervision. The perspective reveals that labor law extends beyond formal contractual arrangements, serving also as a means ensuring social and economic protection for workers.

Riduan Syahrani defines labor law as a field of law that regulates all facets of interactions between employees, employers, and the government. Its main goal is to strike a balance between employers' and workers' interests using the social justice principle. In this sense, the government plays a crucial role in ensuring that hiring procedures respect humanitarian principles and adhere to the law by acting as a supervisor, mediator, and protector. Syahrani came to the conclusion that labor law as a legal tool to establish order, protection, and welfare for all parties involved in addition to regulating rights and obligations. According to Koesparmono and Amansyah, labor law's subjects include employees, labor unions, employers as well as employers' associations.

Harahap claimed that two crucial areas of emphasis are among the goals of labor law (Khanifa & SHI, 2022): (a) the application of administrative and criminal penalties as a logical result of statutory violations and (b) The Procedure for compensating any party that has suffered losses as a result of breaches or defaults in contractual agreements.

Employment relations are defined by the Manpower Law as the relationship between an employer and a worker based on a work agreement that includes the components of wages, work, and command. This legal definition further highlights that an employment relationship can only exist when it has three essential components: (a) The Presence of work-specific tasks or activities carried out, (b) the command that the worker operates under the employer's direction or subordination, and (c) the existence of wages, compensation, or remuneration for the work performed.

Indonesia's labor law has evolved in a way that shows its dynamic nature, as it is continuously adjusting to social, economic, and developmental demands. Labor regulation has continued to be a field of ongoing reform since the Manpower Law was passed, marking a turning point in the regulation of industrial relations. The introduction of Law No.6 of 2020 on job creation (Cipta Kerja) was one of the most significant recent developments. This law's journey was far from easy, despite its ambitious goal of promoting investment and labor market flexibility. Due to procedural flaws in its creation, the Constitutional Court ruled in decision No.91/PUU/XVII/2020 that the law was conditionally unconstitutional. The Court's decision emphasized the fundamental rule of law: legislative validity depends on both adherence to procedural rules and substantive content. The Government responded by issuing Government Regulation in Lieu of Law (Perppu) No.2 of 2022, citing a pressing circumstance. Global economic uncertainty and the pressing need to guarantee legal certainty for employment and investment have been cited as justifications. This move exposed the government's political legal orientation, emphasizing the importance of regulatory stability in luring investment. However, this step was criticized for the lack of significant public involvement in the creation of Law No.11 of 2020, which was essentially superseded by the Perppu, which served as the new legal basis for the job creation policy. Finally, Perppu No.2 of 2022 was officially passed by the Indonesian House of Representatives in March 2023 as Law No.6 of 2023 on the Establishment of the Job Creation Law. This regulatory development reflects the dialectic between the need for labor flexibility to promote economic growth and the requirement to guarantee legal protection for workers as a vulnerable group in industrial relations.

The dynamic development of labor regulation shows that labor law is a legal tool with a substantive goal to protect workers, give employers legal certainty, and foster positive working relationships rather than a strict set of rules. The goal of labor law is to demand equitable treatment in employment relationships while striking a balance between the rights and obligations of both justice and the national law. Therefore, the state is required to maintain ideal employment relations that are not only contractual and economic but also social and humanitarian (Pangestika & SH, 2020). However, in reality, there are frequently significant obstacles to the goals of the labor law. The unilateral termination of employment (PHK), even verbally, without formal written notice, is a persistent issue in society. Workers are obviously at a disadvantage when procedures are disregarded; their negotiating position is weak, and their rights—such

as severance pay, service pay, or other compensation—become unclear, including their capacity to contest or appeal the termination. The spirit of labor law, which requires that disagreements be settled through discussion, consideration, and valid legal procedures, conflicts with this practice. This reveals a glaring disconnect between the principles of labor law and actual employment practices. Law enforcement and supervision are still essential to ensuring that employment relations are harmonious and workers' rights are truly protected, even though legislation has been continuously modified to meet changing needs.

The case of Novita Sari Naibaho provides a tangible illustration of workers' precarious positions in employment relations. She worked for PT Alvindo Raja Pratama at Raja Woods Villa Toba, situated in Sitanggor Village, Muara District, North Tapanuli Regency, North Sumatra Province. Novita was employed as a kitchen staff member for six months, from April 15, 2025, to October 31, 2025, according to a written employment contract (No. 35/HRD/SOK/IV/2025). Throughout her employment, Novita carried out her responsibilities in a responsible manner, adhering to all managerial directives and maintaining excellent communication with her managers. However, on June 29, 2025, at around 10:00 p.m., Novita was verbally told by the manager of Raja Woods Villa Toba that she was being fired from her job with immediate effect, and she was asked to leave the office that same evening. In flagrant violation of legal termination procedures, the termination was carried out unilaterally, without a valid reason or formal written notice. Because the employment contract was in effect until October 2025, the employer's actions constituted a direct violation of a binding contract. As a contract worker, Novita suffered actual harm as a result of this. She was deprived of her right to finish her term of employment, lost wages that were due until the contract's expiration, and may have lost compensation or other legal rights. Unilateral and verbal termination violates both the legal certainty principle and the basic social justice principle that form the basis of Indonesia's labor law system.

In reality, they often have a low negotiation ability compared to the source of work. This has an impact on the difference between labor protection according to the humanitarian aspect. Written legal standards, where the protection of equality and the defense of rights provide community empowerment. The K3 Law pays special attention to ensuring job security in accordance with humanitarian expectations in Indonesia. Every worker is obliged to have the right to a decent life based on work as a human being in accordance with human rights. This problem lies in the unilateral termination of employment without clear evidence or reasons. This challenges the legal legitimacy of employment termination and its consequences for the realization of workers' normative rights. Both the Employment Law and the Job Creation Law strictly regulate humane employment agreement procedures under Indonesia's positive law, especially to protect employees who are naturally in a weaker position in employment relationships. Companies are strictly prohibited from violating formal procedures, which include notices of termination, worker welfare, job protection, and job inconvenience.

Legal officers must conduct experiments, and damage to the legal validity of the employment agreement must meet the applicable legal standards. This is included in the law on employment status and the fulfillment of employee rights, as described in the Job Creation Law. This approach will provide new insights into examining the legal doctrines, principles, and jurisprudence that govern termination procedures. This refers to the continuity between the Manpower Law and the Job Creation Law in accordance with human standards, paying attention to the welfare aspect, and providing a critical assessment of how this human relationship affects industrial practices. This assesses the running of the dispute resolution process that can be accessed by workers affected by the termination of verbal employment relations. This will validate whether the verdict is in accordance with the applicable principles of justice and legal certainty in Indonesia. The existence of welfare between workers and survival must be under the umbrella of normative law that applies in Indonesia. Fair, appropriate, and transparent legal treatment is the main goal so that there is no difference in status in the eyes of the law.

2. METHOD

All analyses are conducted in the context of the principles and legal frameworks related to the termination of employment and employment relations procedures. This study uses a multi-pronged

approach to present an in-depth analysis of the problem by combining several contextual perspectives, including legal, cognitive, phenomenological, and comparative approaches (Wijayanti, 2009).

Perspective alignment can be reviewed from three aspects: primary, secondary, and additional rules. Laws, court rulings, and other official legal documents are examples of primary legal material on which this research is based. The reference sources for this approach were textbooks, scientific journals, academic articles, and expert opinions. We conducted an interview with Novita Sari Naibaho to compare the real law and its verdict. This will provide a difference in understanding between the verdict and reality, where the consistency of the law and the insight of the decision-maker will be tested. This research approach uses normative law combined with qualitative elaboration to enrich the legal process. This process will be demonstrated in the case of termination of employment without an official letter, and we will be able to characterize, interpret, and critically relate ideal legal norms (*das sollen*) to actual legal facts (*das sein*). We will gain an understanding of evaluating positive laws, legal principles, and judicial practices in alignment or distortion to provide effective legal protection to workers who have been unjustly terminated.

3. RESULT AND DISCUSSION

3.1 Validity and Implications of Employment Termination Without Official Notice

Work holidays are an important thing that must be discussed based on the process of termination and notification of official letters to ensure fairness. The principle used is an employment process that pays attention to the law, which is reasonable, by looking at the clear rule of law, where we will be the center of the legal umbrella. A strict approach to rules and laws in Indonesia, work holiday permits are defined in the Manpower Law No. 6 of 2023 concerning Manpower. Layoffs must follow several basic procedures and requirements to ensure fairness and legitimacy. Employers or superiors do not have the right to unilaterally and verbally dismiss workers because there are several legal considerations, one of which is the violation of workers' constitutional right to fair treatment. 28D paragraph (2) of the Constitution of the Republic of Indonesia, as stipulated in Article.

Article 151(2) of the Employment Enforcement Law stipulates that an employer who wishes to terminate an employment relationship must provide written notice to the worker stating the reason for the termination of employment, the date of termination of employment, and the rights of the worker. The absence of such a written notice renders the employment agreement legally defective and procedurally invalid. Consequently, termination of employment cannot be considered legally binding unless it follows the proper industrial dispute resolution mechanism stipulated in Law No. 2 of 2004 concerning Industrial Dispute Settlement. The Act mandates that any dispute related to termination of employment must first be resolved by the Industrial Relations Tribunal (PHI) before disputes related to termination of employment are resolved through bilateral negotiations, conciliation or mediation. Unilateral termination of matters related to employment relationships without an official letter is contrary to the principles of human law and if reviewed legally this is inappropriate and must be ruled to fail (*invalid*) (Charda, 2010).

In the case of Novita Sari Naibaho, dismissal without formal written notice is a clear violation of procedural and substantive labor law norms. The lack of a written decision prevented the employee from using formal dispute resolution mechanisms and legally proving termination. The Labor Relations Court Decision Seran No. 21/Pdt.Sus-PHI/2025/PN. An analysis of precedents, including the SRG and Constitutional Court Decision No. 132/PUU-XXIII/2025, reveals a consistent judicial position that dismissal must always be accompanied by an official documentation. In both cases, the courts emphasized that there is no legal basis for verbal or informal dismissal, and that workers dismissed without written notice are entitled to restitution or compensation equivalent to damages. These decisions demonstrate how the judiciary strengthens procedural legitimacy as a mechanism to protect workers from employers' arbitrary actions.

The Human Resources Law (Law No. 13 of 2003) clearly stipulates dismissal procedures, including the obligation to issue a notice of dismissal and provide reasons for it. The Law (Law No. 6 of 2023)

refines procedural mechanisms by emphasizing employers' obligations to prevent disputes and the need for prompt written communication to avoid labor disputes. This marks a legal shift from a passive to a preventive model of worker protection, strengthening the accountability framework within the employment relationship. Despite these improvements, practical challenges remain in ensuring that employers comply with these procedural obligations, particularly in the informal and small-scale sectors (Aruan, 2019).

Approach will make decision, this issue must be examined through the lens of three essential legal principles. First, the principle of worker protection (*in favorem laboris*), which requires that any ambiguity in labor relations be interpreted in favor of the worker's rights. This principle underpins the rationale for requiring written notice as a safeguard against arbitrary dismissals. Second, the principle of procedural justice, which ensures that both parties, the employer and the employee, have equal opportunity to present their arguments before any termination becomes effective. Third, the principle of legality dictates that no legal action, particularly one affecting employment status, can be deemed valid unless it is grounded in written law and carried out according to lawful procedure. Together, these principles establish a coherent doctrinal framework that guides the interpretation and enforcement of labor rights in Indonesia.

Failure to comply with these legal and procedural standards not only invalidates the termination but may also expose the employer to legal liability. Under Article 156 of the Manpower Act, a worker dismissed unlawfully retains entitlement to severance pay, long-service pay, and compensation for entitlements that should have been granted during employment. Additionally, employers who dismiss workers without following due process may face administrative sanctions as regulated by the Ministry of Manpower and related implementing decrees. Therefore, the requirement for written notification functions not only as a formal procedural step but also as an essential component of substantive justice that ensures transparency, fairness, and accountability in industrial relations.

3.2 Differences in the Interpretation of Employment Termination Between the Manpower Act and the Job Creation Law

Employment dismissal (*Pemutusan Hubungan Kerja*, abbreviated as PHK) has long been one of the most discussed issues in Indonesian labor law. This is understandable. This is because the PHK touches on two conflicting but equally important interests. That is, the need for flexibility for employers to maintain the sustainability of their operations on the one hand, and the need for job security and protection of the normative rights of workers on the other. Therefore, the legal interpretation of PHK often reflects the broader labor policy direction adopted by the state during a specific period. Within the framework of Indonesian Labor Law, the regulation of termination of employment has undergone a major transformation from the Labor Law of 2003 (Law Number 13) to the Job Creation Law (Number 6 of 2023). This change is not just a technical adjustment but also signifies a shift in the legal philosophy. The Job Creation Act was introduced to address modern economic challenges, such as increasing global competition, the need for job creation, and accelerated investment, while maintaining alignment with the core principles of Pancasila and the 1945 Constitution. The ultimate goal is to promote a fair, prosperous, and welfare-oriented society through a flexible labor market that is open to economic growth and employment opportunities (Chaerudin et al., 2025).

In terms of legal philosophy, the Manpower Act places the prevention of termination as a primary objective. This is explicitly stated in Article 151, paragraphs (2) and (3), which mandate that employers, employees, trade unions, and the government must make every effort to prevent termination. If termination is inevitable, it must first be preceded by negotiations with the employee or their trade union. This provision reflects a clear protectionist orientation, limiting the employer's unilateral power while emphasizing consensus-building. In contrast, the Job Creation Law maintains that termination is permissible as long as it is based on legitimate legal grounds and carried out through proper procedures. Hence, the post-Job Creation Law framework no longer prioritizes preventing termination, but rather ensuring that termination follows due process and respects each party's legal rights (Rizka et al., 2023).

In terms of formal requirements, the Manpower Act emphasizes bilateral negotiations between employers and workers or their unions before a termination. Failure to engage in such dialogue constitutes a procedural flaw. If an agreement is not reached, the employer must seek formal verification through the ruling of the Labor Dispute Resolution Body. In contrast, the Job Creation Law and its implementing regulations (Government Regulation No. 35 of 2021) prioritize written notification as an important procedural step. The employer must issue a written notice no later than 14 working days before the termination (or 7 days before the probationary period), detailing the reasons, effective date, and rights granted to the worker. The legality of dismissal depends on the worker's response. If the worker does not agree or objects, the dismissal is considered valid. If a worker raises an objection, they can file a claim through the labor dispute procedure. Thus, writing serves as legal evidence of procedural adherence and at the same time as a means of protection for workers to assert their rights in the event of a dispute.

Workers' post-termination entitlements: The Manpower Act prescribes a protective compensation scheme consisting of severance pay, long-service pay, and compensation for entitlements, as detailed in Article 156. These payments were relatively generous and entirely borne by the employer, functioning as an economic safety net against job loss. However, this structure was later criticized for imposing a heavy financial burden on businesses. Consequently, the Job Creation Law and Government Regulation No. 35 of 2021 introduced a rationalization of compensation values reducing severance and long-service pay to roughly half of previous levels, depending on the reason for termination. As a balancing measure, the government launched a new mechanism known as the Job Loss Insurance (Jaminan Kehilangan Pekerjaan, JKP) under Government Regulation No. 37 of 2021, administered by the Social Security Agency for Employment (BPJS Ketenagakerjaan). This program provides financial benefits for a certain period, as well as retraining and job placement services to help terminated workers reenter the labor market. The introduction of JKP signifies a paradigm shift in Indonesia's labor protection model from a system based solely on employer liability to one grounded in social security and shared responsibility, where the state assumes part of the socio-economic risks associated with job loss (Wijayanti, 2009).

3.3 Mechanism for Settling Disputes of Employees Dismissed Without an Official Letter

Disputes arising from employment termination without an official letter fall under the category of employment termination disputes (PHK disputes) as defined in Article 1 paragraph (4) of Law No. 2 of 2004 concerning the Settlement of Industrial Relations Disputes (PPHI). This regulation establishes a structured and hierarchical mechanism (multi-step dispute resolution) designed to achieve justice and legal certainty for all parties involved. The process consists of four essential stages: (1) bipartite negotiation, (2) tripartite mediation, (3) settlement through the Industrial Relations Court (PHI) if no agreement is reached, and (4) enforcement of the court's decision (Shalihah & Nur, 2019).

First, Bipartite Negotiation. To solve these problems are bipartite negotiation between the worker/employee and the employer, as mandated in Article 3 paragraph (1) of the PPHI Law. In the context of termination without an official letter, the employee may file an objection to the employer on the basis of a violation of Article 151 of the Job Creation Law in conjunction with Article 36 of Government Regulation (PP) No. 35 of 2021, which requires that any employment termination must be executed in writing and follow a lawful procedure. Employee has the right to request clarification, restoration of rights, or renegotiation. The employer shows bad faith, the employer is deemed to have neglected their obligation to settle the dispute internally thus strengthening the employee's legal standing to proceed to mediation or litigation (Aruan, 2019).

Second, Tripartite Mediation. If the bipartite negotiation fails, either or both parties may register the dispute with the local Manpower Office to initiate mediation. Using approaching, the industrial relations mediator is granted 30 (thirty) working days to investigate the case, summon both parties (including witnesses and experts), collect evidence, and issue a written recommendation (anjuran tertulis), in accordance with Article 13 paragraph (2) of the PPHI Law. Do involving termination without written notice, the mediator will examine whether the employer violated the obligation of written notification as stipulated in Article 151 of the Job Creation Law in conjunction with Article 36 of PP No. 35 of 2021.

Third, Industrial Relations Court (PHI). If mediation fails to produce an agreement, the aggrieved party may file a lawsuit with the Industrial Relations Court (PHI) at the District Court within its jurisdiction, as stipulated in Article 55 of the PPHI Law. Under Article 82 of the same law, a lawsuit must be filed within one (1) year from the date the mediator's recommendation is received or from the date the employer's decision is communicated. However, Constitutional Court Decision No. 132/PUU-XXIII/2025 provides a new interpretation, stating that the time limit for filing a lawsuit begins from the date the mediation or conciliation report is issued, not from the date of termination. This means that employees terminated without an official letter still have the opportunity to file a lawsuit, as long as mediation has been legally pursued and the time limit has not expired. At this stage, the PHI has the authority to examine the validity of the termination procedure, including the existence of an official letter, bipartite negotiation records, administrative evidence, and witness testimony, before issuing a judgment on the termination dispute. If either party disagrees with the court's decision, they may file an appeal for cassation to the Supreme Court. A PHI decision becomes final and binding (*inkracht*) if no cassation is filed within fourteen (14) days from the date of the decision (Hasibuan et al., 2024).

Fourth, Enforcement of Court Decisions. Once the PHI decision has obtained permanent legal force (*inkracht van gewijsde*), the employer is obliged to execute the decision voluntarily. If the employer refuses to comply, the employee may submit a request for execution to the District Court. The enforcement process shall be carried out in accordance with Articles 195 to 200 of the Indonesian Civil Procedure Regulation (HIR) (Rizka et al., 2023).

4. CONCLUSION

Dismissals made without official notice are considered legally defective and invalid because they do not meet the formal and procedural requirements set by the statute (*Batar Demi Fukum*). From a legal point of view, employees who become victims of dismissal without an official notice retain both substantive and procedural legal protections. These rights include labor wages (*upah proses*) that must continue to be paid for a maximum of six months as stipulated in Supreme Court Circular (SEMA) Number 3 of 2015, such as severance pay, long-term service pay, compensation for rights, and contract remuneration for fixed-term employees. Based on case law, especially based on Decision Number 21/Pdt.Sus-PHI/2025/PN. The SRG (Special Inspector) confirmed that any dismissal made without proper legal procedures without written notice is void by law. Therefore, the employment relationship is considered valid and the employee continues to enjoy all normative rights until a court decision with permanent legal force is issued.

Ethical Approval

Ethical approval was not required for this study.

Informed Consent Statement

This study did not involve human participants; therefore, informed consent was not required for this study.

Authors' Contributions

EL contributed to the conceptualization of the study, data collection, and legal analysis. He also participated in drafting the manuscript and ensuring that case facts and legal interpretations were accurately presented. HS served as the corresponding author and supervised the overall research process. He contributed to the development of the theoretical and regulatory framework, validation of legal arguments, and critical review of the manuscript to ensure academic rigor and clarity throughout.

Disclosure Statement

No potential conflict of interest was reported by the author(s).

Data Availability Statement

The data presented in this study are available on request from the corresponding author due to privacy reasons.

Funding

This study received no external funding.

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